



**AMENDMENT NO. 2  
to the  
Agreement between the  
CITY OF TURLOCK  
and  
TYLER TECHNOLOGIES, INC.  
for**

**STANDARD SOFTWARE LICENSE AND SERVICES**

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**THIS AMENDMENT NO. 2**, dated September 12, 2017, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **TYLER TECHNOLOGIES, INC.**, (hereinafter "CONTRACTOR").

**WHEREAS**, the parties hereto previously entered into an agreement dated October 10, 2008, whereby CONTRACTOR will perform standard software license and services (hereinafter the "Agreement"); and

**WHEREAS**, the parties hereto previously entered into an addendum dated February 7, 2016, whereby CONTRACTOR will be named successor-in-interest to New World Systems Corporation (hereinafter the "Addendum"); and

**WHEREAS**, on April 18, 2017, the parties entered into Amendment No. 1 to the Agreement dated October 10, 2008, whereby CONTRACTOR was to perform additional work; and

**WHEREAS**, this Amendment No. 2 will allow the City to add Time & Attendance Software components to the Agreement.

**NOW, THEREFORE**, the parties hereto mutually agree to amend the Agreement as follows:

1. Add the items in Attachment 1 to this Amendment No. 2 to the Agreement, effecting the purchase of the Executime Time & Attendance Software program.
2. CITY agrees to pay CONTRACTOR additional compensation in the amount of One Hundred Fifty-three Thousand Eight Hundred Fifty and No/100<sup>ths</sup> Dollars (\$153,850.00) in accordance with Attachment 1 hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and Amendment No. 1, Amendment No. 2, and those additional items set forth in Attachment 2 shall not exceed One Million Thirty Thousand Nine Hundred and Ten and No/100<sup>ths</sup> Dollars (\$1,030,910.00) in accordance with Attachment 2. Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement, Amendment No. 1, and this Amendment No. 2.

3. **CITY CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

Julie Burke, Senior Accountant  
Administrative Services Department  
156 S. Broadway, Suite 110  
Turlock, California 95380-5456  
Telephone: (209) 668-5542 ext. 1317  
E-mail: jburke@turlock.ca.us

4. All other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

**CITY OF TURLOCK**

By: \_\_\_\_\_  
Gary Soiseth, Mayor  
or Robert A. Talloni  
Robert A. Talloni, Interim City Manager

Date: 9-27-2017

APPROVED AS TO SUFFICIENCY:

By: \_\_\_\_\_  
Kellie Jacobs-Hunter, Admin Services Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

ATTEST:

By: Jennifer Land  
Jennifer Land, City Clerk

**Tyler Technologies, Inc.**

By: Abigail Diaz  
Title: Chief Legal Officer

Print name: Abigail Diaz

Date: September 26, 2017

# ATTACHMENT 1

## AMENDMENT

This amendment ("Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Turlock with offices at 156 South Broadway, Suite 230, Turlock, CA 95380 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 10, 2008 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
2. Payment for the items added to the Agreement pursuant to this Amendment shall conform to the following as listed in Exhibit 1:
  - a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
  - b. Maintenance and Support Fees. Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.
  - c. Third Party Hardware: Third Party Hardware costs are invoiced upon delivery.
  - d. Services Fees & Expenses. Fees for services, plus expenses, will be invoiced as provided and/or incurred.
3. Third Party Products Warranties.
  - a. The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - b. You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Abigail Diaz

Name: Abigail Diaz

Title: Chief Legal Officer

Date: September 26, 2017

City of Turlock

By: Robert A. Talloni

Name: Robert A. Talloni

Title: Interim City Manager

Date: 9-27-2017

## ATTACHMENT 1



## Sales Quotation For

City of Turlock

156 S Broadway Ste 230

Turlock, CA 95380-5456

Phone +1 (209) 668-5540

Quoted By:

Brian Baker

Date:

6/8/2017

Quote Expiration:

9/6/2017

Quote Name:

City of Turlock, CA - ExecuTime

Quote Number:

2017-30882

Quote Description:

ExecuTime

## Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Human Capital Management:</b>						
ExecuTime Advance Scheduling Mobile Access	\$3,975.00	0	\$0.00	\$0.00	\$3,975.00	\$795.00
ExecuTime Advance Scheduling - Up to 250 Employees	\$19,875.00	0	\$0.00	\$0.00	\$19,875.00	\$3,975.00
ExecuTime Time & Attendance Mobile Access	\$5,075.00	0	\$0.00	\$0.00	\$5,075.00	\$1,015.00
ExecuTime Time & Attendance - Up to 750 Employees	\$33,125.00	0	\$0.00	\$0.00	\$33,125.00	\$6,625.00
<b>Other Services</b>						
Sub-Total:	\$62,050.00		\$0.00	\$0.00	\$62,050.00	\$12,410.00
Less Discount:	\$0.00		\$0.00	\$0.00	\$0.00	\$12,410.00
<b>TOTAL:</b>	<b>\$62,050.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$62,050.00</b>	<b>\$0.00</b>

Description	Quantity	Unit Price	Unit Discount	Extended Price
Advanced Scheduling Professional Services (6 Days) - \$1,275/Day	6	\$1,275.00	\$0.00	\$7,650.00
Time & Attendance Professional Services (18 Days) - \$1,275/Day	18	\$1,275.00	\$0.00	\$22,950.00

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**Other Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance	Extended Price
<b>TOTAL:</b>								
<b>3rd Party Hardware, Software and Services</b>								<b>\$30,600.00</b>
Clock Shipping	20	\$15.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
Extended Warranty - 12 Months	20	\$350.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Touchscreen: Blometric Reader	20	\$2,695.00	\$0.00	\$53,900.00	\$0.00	\$0.00	\$0.00	\$0.00
3rd Party Hardware Sub-Total:			\$0.00	\$61,200.00				\$0.00
<b>TOTAL:</b>				<b>\$61,200.00</b>				<b>\$0.00</b>

**Summary**

Total Tyler Software	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Services	\$62,050.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$30,600.00	\$0.00
	\$61,200.00	\$0.00
<b>Summary Total</b>	<b>\$153,850.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$153,850.00</b>	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

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## Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
<b>Payroll/HR:</b>						
ExecuTime Advance Scheduling Mobile Access	\$3,975.00	\$0.00	\$3,975.00	\$795.00	\$795.00	\$0.00
ExecuTime Advance Scheduling - Up to 250 Employees	\$19,875.00	\$0.00	\$19,875.00	\$3,975.00	\$3,975.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,075.00	\$0.00	\$5,075.00	\$1,015.00	\$1,015.00	\$0.00
ExecuTime Time & Attendance - Up to 750 Employees	\$33,125.00	\$0.00	\$33,125.00	\$6,625.00	\$6,625.00	\$0.00
<b>TOTAL:</b>	<b>\$62,050.00</b>	<b>\$0.00</b>	<b>\$62,050.00</b>	<b>\$12,410.00</b>	<b>\$12,410.00</b>	<b>\$0.00</b>

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#### Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

## ATTACHMENT 2

New World Software Contract Amounts (Excludes Software Maintenance)			
	Date	New World RFS, City of Turlock Contract # or Amendment #	Total Cost
A. Licensed Standard Software			
Amount due upon Agreement Execution			\$ 248,400.00
Amount due upon delivery of each Licensed Std Software Pkg			
Amount due 90 days after delivery of each Std Software Pkg			
B. Project Management			\$ 28,000.00
10 days after Effective Date			
90 days after Effective Date			
180 days after Effective Date			
Upon project completion or 365 days after Effective Date			
C. Installation and Training Services - 1,280 Hours			\$ 166,400.00
D. Interface Installation Services			\$ 1,500.00
Amount due upon the Effective Date			
Amount due upon completion of the installation			
E. Hardware Quality Assurance Fee			\$ 7,000.00
Amount due upon the Effective Date			
Amount due upon completion of Hardware Quality Assurance			
F. Data File Conversion Assistance Services			\$ 54,000.00
Amount due upon delivery of conversion design document			
Amount due upon initial delivery of converted data			
G. Customer Software/Modification Services			\$ 50,000.00
Amount due upon delivery of each Software Specifications Design Document			
Amount due upon installation of enhancements and/or custom software			
H. Other Costs - Performance Bond			\$ 400.00
I. Other Costs - Source Code Escrow Set Up Fee			\$ 3,000.00
J. Travel Expenses			\$ 36,000.00
Billed as incurred.			
ORIGINAL CONTRACT	9/15/08	Contract 2009-0000001	<u>\$ 594,700.00</u>
THIRD PARTY BILLING 5/28/09	5/28/09	Contract 2009-0000002	\$ 10,400.00
ADD AMR NUMBER & COMMUNICATION IDENTIFIER TO BUSINESS ANALYTICS	7/25/11	RFS 1579782	\$ 8,000.00
COMMUNITY DEVELOPMENT SUITE	9/26/11	Contract 2012-0000001	\$ 150,460.00
CREATE EXPORT TO GENERATE FLAT FILE CONTAINING SERVICE ADDRESS AND METER INFORMATION	2/6/12	RFS 1625784	\$ 2,400.00
CREATE IMPOIRT PROCESS TO UPDATE AMR ENDPOINT ID'S AND LATITUDE/LONGITUDE FIELDS FOR METERS	2/6/12	RFS 1625785	\$ 2,000.00



New World Software Contract Amounts (Excludes Software Maintenance)			
	Date	New World RFS, City of Turlock Contract # or Amendment #	Total Cost
ITRON MV-RS AMR INTERFACE	2/6/12	RFS 1625786	\$ 3,000.00
REPORT TO ALLOW EXPORT OF METER/ACCOUNT DATA	2/10/12	RFS 1625787	\$ 7,500.00
LOGOS.NET APPLICATIONS SERVER REBUILD	10/10/12		\$ 1,200.00
MODIFY CUSTOM BANK RECONCILIATION IMPORT	2/16/13	RFS 2041476	\$ 600.00
LICENSE OR UTILITY ACCOUNT REMOVAL	4/30/13	RFS 2025833	\$ 3,600.00
ADDITIONAL FINANCIAL MANAGEMENT SOFTWARE LICENSES	9/25/13		\$ 5,000.00
"WATER METERED" SERVICE SCRIPT	6/5/14	RFS 2098241	\$ 1,200.00
LOCKBOX INTERFACE MODIFICATION	6/16/14	RFS 2059471	\$ 600.00
TIME & ATTENDANCE INTERFACE, LEAVE MANAGEMENT, ANIMAL LICENSING	1/28/14	Contract 2014-0000003	\$ 55,200.00
THIRD PARTY APPLICANT INTERFACE	12/1/14		\$ 2,300.00
LOGOS.NET 9.2 RELEASE UPGRADE 7/10/15	7/10/15		\$ 1,800.00
PURCHASE ORDER MODIFICATION	7/22/15	RFS 2153904	\$ 1,600.00
PAYROLL-MOVE TO HOURLY & EVERY OTHER FRIDAY	11/19/15		\$ 4,800.00
CONTRACT ACCOUNTING	2/1/16	Contract 2016-0000001	\$ 6,400.00
ADDITIONAL FINANCIAL MANAGEMENT SOFTWARE LICENSES	2/13/16		\$ 5,000.00
UNLIMITED SOFTWARE LICENSES	8/31/16		\$ 7,000.00
CUSTOM UTILITY BILL	4/18/17	Amendment No. 1	\$ 4,400.00
EXECUTIME TIME & ATTENDANCE	8/8/17	Amendment No. 2	\$ 153,850.00
			<u>\$ 1,030,910.00</u>